

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Land Acquisition for Future Fire Station #29 on Aloma Avenue/SR 426.

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Frank Raymond

CONTACT: Stan Hunsinger

EXT: 5253

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Purchase Agreement for Parcels # 31-21-31-515-0000-0020 and 31-21-31-515-0000-0030 owned by Aloma Square, LLC, for the negotiated purchase price of \$1,840,000.00.

District 1 Bob Dallari

Meloney Lung

BACKGROUND:

At the second public hearing on September 25, 2007 the Board of County Commissioners approved CIP # 00258001 funding for future Fire Station # 29. Public Safety has identified a fire/rescue response time void within the Aloma Avenue area. The acquisition and construction of Fire Station # 29 on the identified property would fill this void.

Staff instructed PBS&J, Land Acquisition Consultant, to investigate available properties on SR 426/Aloma Avenue from SR 417 to Chapman Road. Several other parcels were identified as being of appropriate size for a Fire Station, however PBS&J was notified by the parcel owners that development plans had already been submitted on these parcels. During this property search, two parcels were identified as being an ideal location for future Fire Station # 29, Parcels # 31-21-31-515-0000-0020 and 31-21-31-515-0000-0030 owned by Aloma Square, LLC (Clayton Realty). Public Safety has indicated that this would be an ideal location for future Fire Station # 29. The Appraisal Group of Central Florida appraised the two parcels at an appraisal value of \$1,858,200. Staff negotiated with Clayton Realty to purchase the two parcels for \$1,840,000.

Facilities Management, Construction Management Section has provided a scaled building foot print to ensure adequate property area for a three (3) bay Fire Station. Facilities Management also conducted a site visit to confirm that all utilities are available at the site. The Construction Management Section reviewed the geotechnical engineering evaluation completed by Nodarse & Associates, Inc., finding no difficulties with the soil samplings. A Phase I Environmental Site Assessment is being completed by Advantage Consulting, LLC and the results will be available on January 8, 2008. We do not anticipate any negative findings, however, if the site assessment does indicate an area of concern, a Phase II will be completed prior to the County closing on this property. The site has access to a signaled intersection at SR 426/Aloma Avenue and Via Loma Drive, which can be reconfigured for emergency response.

The County and Clayton Realty have agreed to the negotiated purchase price of \$1,840,000 of which \$50,000 is be set aside as earnest money deposit and the balance to be paid at the

closing. Best efforts will be made to close on or before January 31, 2008, however, closing shall occur no later than February 15, 2008.

During the negotiation process it was agreed upon as consideration for full release from payment of any dues or assessments that are due, or may become due, to the Aloma Square Owner's Association, Inc. The County agrees to use its best efforts to obtain permanent "full cycle" operational status, subject to Fire Department temporary emergency override, for the traffic light. The County also agrees to be responsible for fifty percent (50%) of any future billing occurring for the traffic light after the effective date of this agreement.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Purchase Agreement for Parcels # 31-21-31-515-0000-0020 and 31-21-31-515-0000-0030 owned by Aloma Square, LLC, for the negotiated purchase price of \$1,840,000.00.

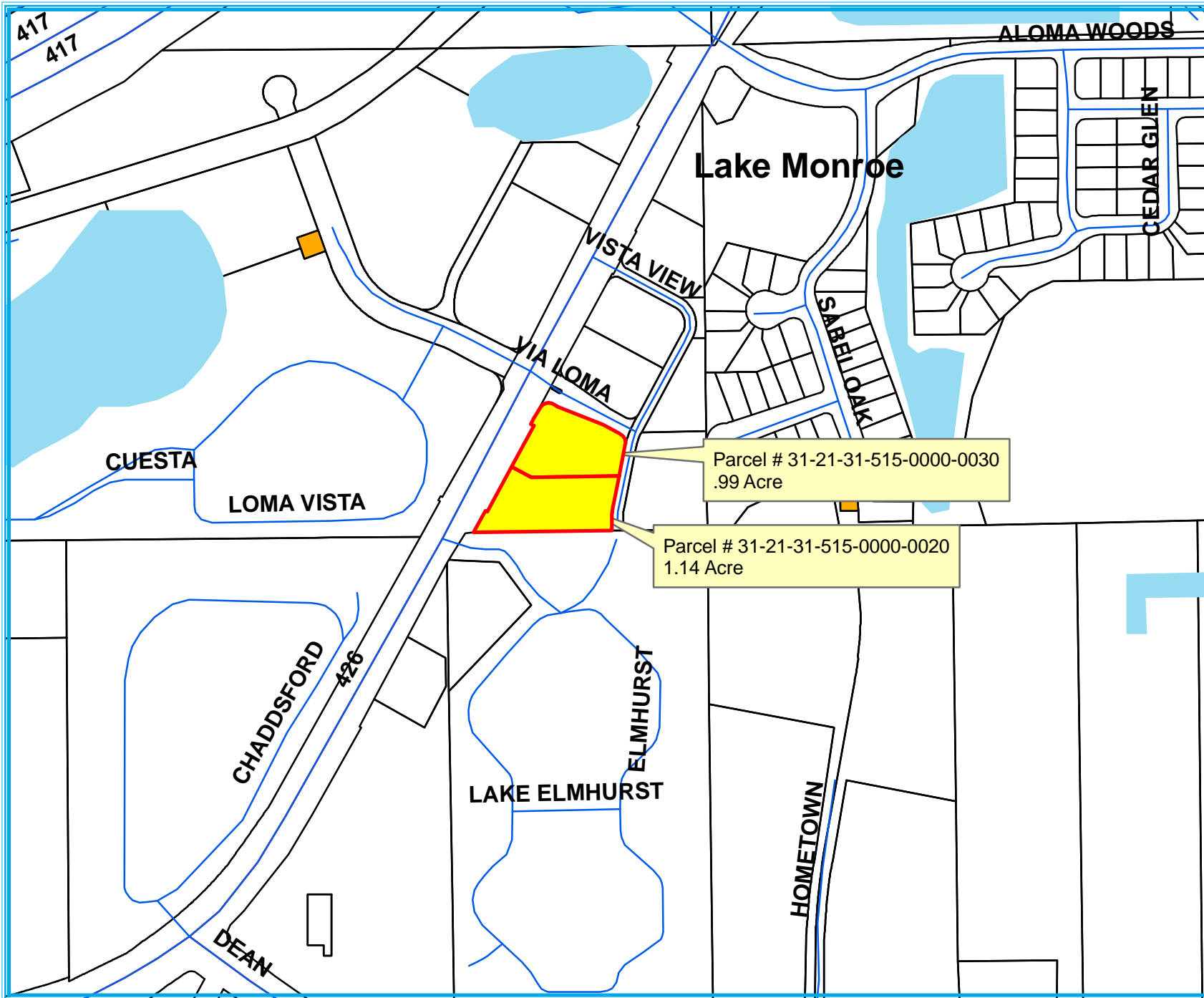
ATTACHMENTS:

1. Location Map
2. Agreement

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**GIS Map
of Property Owned by
Clayton Investment LTD**



STATE OF FLORIDA)
COUNTY OF SEMINOLE)

W I T N E S S E T H:

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, OWNER hereby agrees to sell and COUNTY hereby agrees to buy the following property upon the following terms and conditions:



Parcel I. D. Numbers: 31-21-31-515-0000-0020 (Lot 2)
32-21-31-515-0000-0030 (Lot 3)

(c) Subject to COUNTY's acceptance and approval of the terms and conditions of the Purchase Agreement. OWNER shall be responsible for OWNER's own attorney's fees and for the cost of the Title Insurance Policy on the property to be issued to the COUNTY. The Title Insurance

Policy shall be obtained from a title insurance company of the COUNTY's choice.

(d) The Parties covenant that there are no outside commissions due any licensed real estate broker with regard to the purchase and sale of this property.

III. CONDITIONS

(a) This Purchase Agreement shall be submitted for approval to the Seminole County Board of County Commissioners at the first meeting to be held in the month of January 2008, and a signed Purchase Agreement shall be delivered to OWNER within a reasonable amount of time following said meeting, it being understood that timely acceptance is a condition of this Purchase Agreement. COUNTY shall pay to the OWNER the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) as earnest money (the "Earnest Money Deposit") within ten (10) days after approval of this Agreement by the Seminole County Board of County Commissioners with the balance of the Purchase Price to be paid at closing. The Parties agree to use their best efforts to close on or before January 31, 2008, however closing shall occur no later than February 15, 2008.

(b) If COUNTY fails to close the transaction by February 15, 2008, COUNTY shall be in default under this Purchase Agreement and OWNER shall retain the Earnest Money Deposit as liquidated damages with neither party having any further obligations to each other.

(c) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing of this Agreement. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. From and after the Effective Date hereof, OWNER will not cause, permit, suffer or allow any substantial and material change, modification or alteration to be made to the Property, or any part or portion thereof, or to its physical condition without the prior written consent of COUNTY.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the properties which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a general warranty deed, also include the covenant of further assurances.

(f) The OWNER shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.

(g) The COUNTY warrants that the property purchased pursuant to this Agreement shall be used solely for the construction of a fire

station and its attendant support facilities. The COUNTY further agrees that any facilities constructed on the site shall be constructed pursuant to all applicable State laws and County ordinances, including the Seminole County Building Code.

(h) The COUNTY desires to have a soil report prepared for the property, at the COUNTY's sole cost, and has agreed to provide a copy of that report to the OWNER in a timely manner.

(i) As consideration for full release from payment of any dues or assessments that are due or may become due to the Aloma Square Owner's Association, Inc., the COUNTY agrees to use its best efforts to obtain permanent "full cycle" operational status, subject to Fire Department temporary emergency override, for the traffic light located at the intersection of Aloma Avenue (SR 426) and Via Loma Drive. The COUNTY further agrees to assume any costs associated with the construction and installation of said traffic light and for the operation of the temporary emergency override for the traffic light. For all other continuing costs for said light, including maintenance and electric costs, the COUNTY shall be responsible for fifty percent (50%), effective for any future billing occurring after the effective date of this Agreement.

(j) The COUNTY shall be sole responsible for all COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(k) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY that would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

IV. EFFECTIVE DATE

The Parties agree that the Agreement shall be effective on the day both parties have agreed to the terms as evidenced by execution by the OWNER and approval by the Seminole County Board of County Commissioners. The terms of this Agreement shall not be binding on either party until this Agreement is approved by the COUNTY and COUNTY delivers a signed Agreement to OWNER.

V. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been given when received, if delivered by hand delivery, or when transmitted by telecopier, or deposited in the United States Post Office, registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:

If to Seller:

Aloma Square, LLC
Attn: W. Malcolm Clayton
C/O Claytons Realty
5405 Diplomat Circle, Suite 100
Orlando, FL 32810
Telephone: (407) 644-6200
Facsimile: (407) 644-8646

With a Copy to:

Kenneth M. Clayton, Esquire
Clayton & McCulloh
1065 Maitland Center Commons Boulevard
Maitland, FL 32751
Telephone: (407) 875-2655
Facsimile: (407) 875-3363

If to Purchaser:

Director, Administrative Services Department
200 W. County Home Road
Sanford, FL 32773
Telephone: (407) 665-5251
Facsimile: (407) 665-5255



(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date first above written.

WITNESSES:

PROPERTY OWNER: ALOMA SQUARE, LLC

SIGNATURE

BY: Clayton Investments, Ltd.
Its Sole Member

PRINT NAME

BY: WMC Management, Ltd.
Its Sole General Partner

SIGNATURE

BY: _____
Kenneth M. Clayton, Member

PRINT NAME

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.



By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

AEC:jjr:sjs:ljp
11/14/2007, 12/14/07, 12/27/07
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